

ORDER FOR SUPPLIES OR SERVICES										PAGE 1 OF 17	
1. CONTRACT PURCH ORDER/AGREEMENT NO. W56HZV-04-P-0238			2. DELIVERY ORDER/CALL NO.		3. DATE OF ORDER/CALL (YYYYMMDD) 2003DEC11		4. REQUISITION/PURCH REQUEST NO. SEE SCHEDULE		5. PRIORITY DOA4		
6. ISSUED BY TACOM WARREN BLDG 231 AMSTA-AQ-ATBC BETTY NALLEY (586)574-6200 WARREN, MICHIGAN 48397-5000 EMAIL: NALLEYB@TACOM.ARMY.MIL HTTP://CONTRACTING.TACOM.ARMY.MIL			CODE W56HZV		7. ADMINISTERED BY (If other than 6) DCMA CHICAGO 1523 WEST CENTRAL ROAD BLDG 203 ARLINGTON HEIGHTS IL 60004-2451 SCD: C PAS: NONE ADP PT: HQ0339			CODE S1403A		8. DELIVERY FOB <input type="checkbox"/> DESTINATION <input checked="" type="checkbox"/> OTHER (See Schedule if other)	
9. CONTRACTOR KBI/KOLD BAN INT. LTD. 8390PINGREE ROAD LAKE IN THE HILLS, IL. 60156-9637 NAME AND ADDRESS TYPE BUSINESS: Large Business Performing in U.S.			CODE 53203		FACILITY		10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) SEE SCHEDULE			11. X IF BUSINESS IS <input type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMAN-OWNED	
14. SHIP TO SEE SCHEDULE			CODE		15. PAYMENT WILL BE MADE BY DFAS - COLUMBUS CENTER DFAS-CO/WEST ENTITLEMENT OPERATIONS P.O. BOX 182381 COLUMBUS, OH 43218-2381			CODE HQ0339		MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2	
16. TYPE OF ORDER		DELIVERY/ CALL		THIS DELIVERY ORDER IS ISSUED ON ANOTHER GOVERNMENT AGENCY OR IN ACCORDANCE WITH AND SUBJECT TO TERMS AND CONDITIONS OF ABOVE NUMBERED CONTRACT.							
PURCHASE		X		Reference your <input type="checkbox"/> Oral <input checked="" type="checkbox"/> Written Quotation _____, Dated 2003OCT30 JAMES O. BURKE furnish the following on terms specified herein.							
ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.											
<div style="display: flex; justify-content: space-between;"> <div>NAME OF CONTRACTOR</div> <div>SIGNATURE</div> <div>TYPED NAME AND TITLE</div> <div>DATE SIGNED (YYYYMMDD)</div> </div> <div style="margin-top: 10px;"> <input checked="" type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:         </div>											
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE SEE SCHEDULE											
18. ITEM NO.		19. SCHEDULE OF SUPPLIES/SERVICE				20. QUANTITY ORDERED/ ACCEPTED*		21. UNIT	22. UNIT PRICE		23. AMOUNT
		SEE SCHEDULE CONTRACT TYPE: Firm-Fixed-Price  KIND OF CONTRACT: Service Contracts									
* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.						24. UNITED STATES OF AMERICA GLORIA MCCracken /SIGNED/ MCCRACKG@TACOM.ARMY.MIL (586)574-6524 BY: CONTRACTING/ORDERING OFFICER				25. TOTAL \$4,750.00	
27a. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO CONTRACT EXCEPT AS NOTED											
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE						c. DATE (YYYYMMDD)		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE						28. SHIP. NO.		29. D.O. VOUCHER NO.		30. INITIALS	
f. TELEPHONE NUMBER		g. E-MAIL ADDRESS				31. PAYMENT <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR	
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.						31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				34. CHECK NUMBER	
a. DATE (YYYYMMDD)		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER								35. BILL OF LADING NO.	
37. RECEIVED AT		38. RECEIVED BY (Print)		39. DATE RECEIVED (YYYYMMDD)		40. TOTAL CONTAINERS		41. S/R ACCOUNT NUMBER		42. S/R VOUCHER NO.	

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W56HZV-04-P-0238 <b>MOD/AMD</b>	<b>Page</b> 2 <b>of</b> 17
<b>Name of Offeror or Contractor:</b> KBI/KOLD BAN INT. LTD.		

SUPPLEMENTAL INFORMATION

1. The purpose of Purchase Order W56HZV-04-P-0238 is to award engineering support and test results from MIL-STD-810F Decompression testing of the KBI Ultracapacitor to aid the starting for the M878A2 Yard Tractor and the M915 Line Haul Family of Vehicles.
2. The testing will consist of three tests:
  - Low Pressure (Altitude) per MIL-STD-810F
  - Explosive Decompression per MIL-STD-810F
  - Packaging Test
3. Testing is to be per the Test Directive/Scope of Work which appears in Section C.
4. The Contract Data Requirements List (CDRL), DD Form 1423-E, appears as an attachment to Section J.
5. The total cost for this testing is \$4,750.00.

\*\*\* END OF NARRATIVE A 001 \*\*\*

Regulatory Cite	Title	Date
1      52.204-4849 (TACOM)	ACCEPTANCE APPENDIX--SOLICITATION/CONTRACT NUMBERS	MAR/2000

(a) Purchase Order Number: W56HZV-04-P-0238 is awarded to KBI/KOLD BAN INT. LTD. The Government accepts your quote dated October 30, 2003 in response to Solicitation Number: N/A, signed by James O. Burke, Vice President of your company.

[end of clause]

2	52.204-4016 (TACOM)	TACOM-WARREN ELECTRONIC CONTRACTING	JUL/2003
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(a) TACOM is now operating in an electronic contracting environment. All TACOM solicitations and awards are now distributed on the TACOM Warren Business Opportunities web page (<http://contracting.tacom.army.mil/opportunity.htm>) and are no longer available in hard copy. The TDPs and other documents, when available electronically, will be an attachment or linked to the solicitation package on the web. Please see submission guidelines at <http://contracting.tacom.army.mil/userguide.htm> and <http://contracting.tacom.army.mil/ebidnotice.htm> for more information. Any requirements included in the solicitation take precedence over guidance found on the TACOM contracting web page.

(b) You may need to use special software to view documents that we post on the home page. This viewing software is freeware, available for download at no cost from commercial web sites like Microsoft and Adobe. In cases where such software is required, we provide a link from our page to the commercial site where the software is available. Once you arrive at the software developer's site, follow their instructions to download the free viewer. You then can return to the TACOM home page.

(c) You are required to submit your offer, bid, or quote electronically. See the provision entitled "Electronic Offers (or 'Quotes' or 'Bids') Required in Response to This Solicitation (or 'Request for Quotations')" for more specific information.

(d) Any award issued as a result of this solicitation will be distributed electronically. Awards posted on the TACOM Warren Business Opportunities web page represent complete OFFICIAL copies of contract awards and will include the awarded unit price. This is the notice required by Executive Order 12600 (June 23, 1987) of our intention to release unit prices in response to any request under the Freedom of Information Act (FOIA), 5 USC 552. Unit price is defined as the contract price per unit or item purchased as it appears in Section B of the contract and is NOT referring to nor does it include Cost or Pricing data/information. If you object to such release, and you intend on submitting an offer, notify the PCO in writing prior to the closing date identified in this solicitation and include the rationale for your objection consistent with the provisions of FOIA. A release determination will be made based on rationale given.

(e) If you have questions or need help in using the Acquisition Center Home Page, call our Electronic Contracting Help Desk at (586) 574-7059, or send an email message to: [acqcenweb@tacom.army.mil](mailto:acqcenweb@tacom.army.mil)

(f) If you have questions about the content of any specific item posted on our home page, please call the buyer or point of contact listed for the item. Additional help is available to small businesses from Government-funded Electronic Commerce Regional Centers (ECRCs) to implement EDI. Information on ECRC is available at <http://www.ecrc.ctc.com>

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W56HZV-04-P-0238 <b>MOD/AMD</b>	<b>Page</b> 3 <b>of</b> 17
<b>Name of Offeror or Contractor:</b> KBI/KOLD BAN INT. LTD.		

[End of Clause]

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT										
	SUPPLIES OR SERVICES AND PRICES/COSTS														
0001	SECURITY CLASS: Unclassified														
0001AA	<p><u>ULTRACAPACITOR LOW PRESSURE ALTITUDE TESTING</u></p> <p>NOUN: M878A2 YARD TRACTOR  PRON: J632H958J6      PRON AMD: 01      ACRN: AA  AMS CD: 51108462013</p> <p>Test will include the following:</p> <ul style="list-style-type: none"> <li>- Low Pressure (Altitude) per MIL-STD-810F</li> <li>- Explosive Decompression per MIL-STD-810F</li> <li>- Packaging Test</li> </ul> <p>Period of Performance is 5 Jan 2004 through 30 Jan 2004.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u>  INSPECTION: Origin      ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table> <tr> <td>DLVR SCH</td><td>PERF COMPL</td></tr> <tr> <td><u>REL CD</u></td><td><u>QUANTITY</u></td></tr> <tr> <td>001</td><td>0</td></tr> <tr> <td></td><td><u>DATE</u></td></tr> <tr> <td></td><td>30-JAN-2004</td></tr> </table> <p>\$ 4,750.00</p>	DLVR SCH	PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	001	0		<u>DATE</u>		30-JAN-2004		LO		\$ 4,750.00
DLVR SCH	PERF COMPL														
<u>REL CD</u>	<u>QUANTITY</u>														
001	0														
	<u>DATE</u>														
	30-JAN-2004														

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W56HZV-04-P-0238 <b>MOD/AMD</b>	<b>Page</b> 5 <b>of</b> 17
<b>Name of Offeror or Contractor:</b> KBI/KOLD BAN INT. LTD.		

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

Test Directive/Scope of Work (TD/SOW) for Automotive-type Capacitor Low Pressure (Altitude) Testing.  
(23 September 2003/Safety-LPM)

1. References. MIL-STD-810F, 01 Jan 00, Change 3, Part 2, Method 500.4, Low Pressure (Altitude)
  
2. Purpose, Objective, and Authorities. The purpose is to establish and verify the testing processes for testing of the KAPower 40kj and KAPower 120kj Ultra capacitors. The objective is to conduct tests to verify suitability for air transport of capacitors as spares and components of end items in commercial and US military aircraft due to military-unique requirements. The objective shall be satisfied by the successful completion of testing each capacitor size and capacitor type as described within this SOW. The Government shall have the final approval authority for any test(s) required by this SOW, to include the acceptability of procedures, processes, go-no go criteria, and suitability and acceptability of test data and conclusions.
  
3. Reports. A Final Test Report (FTR) in the test activitys preferred format shall be electronically delivered to the PCO or requesting activity, as dictated by the ordering document, (Note: MS Word and Excel are the preferred formats) in a mutually agreeable programming format within 30 days after completion of required testing. At the ordering activitys (normally PCO) option, interim reports may be presented should the tests become protracted and/or unexpected technical issues delay the tests. The FTR shall include, but not be limited to, the following information and subcontracting or similar delegations does not relieve the contractor or test activity of providing the required information.
  - a. The heading or title shall contain the contract, purchase, or work order number; type of test (see title above); and a statement that specifically identifies the purpose and applicability of the report.
  
  - b. The report shall include the following information as a minimum. Supplementation to technical data and to support required compliance's is encouraged.
    1. contract or technical specification requirement, title and date,
    2. principal contractor or test activity point(s) of contact,
    3. proposed objective or requested action of the requiring activity
    4. any statutory or regulatory requirements,
    5. drawing numbers, grade or type for which the product was tested, 6. number of specimens/samples/examples examined or tested,
    7. actual results obtained, and converted/adjusted values obtained when applicable,
    8. copies of purchase orders for subcontracted products, if applicable.
  
  - c. In addition, the report shall contain sufficient narrative content, technical and personnel data, supporting documentation, illustrations or photographic evidence, necessary attachments, and objective determinations by the contractor or test activity to assure adequate review and determination by the cognizant Government Engineering Support Activity (ESA) specifically identified here as TARDEC Team Power, Attn: AMSTA-TR-E/PWR/MS267 (Fred Krestik), USA TACOM, Warren, MI, 48397-5000.
  
4. Test(s) and Test Procedures. MIL-STD-810F, 01 Jan 00, Change 3, Part 2, Method 500.4, Low Pressure (Altitude), Procedures I and IV (only), shall be used except as modified/tailored within this paragraph below. The sequence shall be Procedure I followed by Procedure IV for each configuration and test sample. Modeling and simulation, qualification by similarities, and testing in an uncontrolled environment is specifically prohibited for all tests.
  - a. Procedure I is tailored by restricting this portion of the testing to those tests and evaluations peculiar to air transport. Note: LECP is Life Cycle Environmental Profile.
    1. Test pressures and temperatures shall be IAW with paragraph 2.3.1, Test pressure and temperatures.
    2. Altitude change rate shall be NLT 10meters/second.
    3. Test item configurations are (a) the cap as mounted in the equipment and (b) the cap as configured for transport/storage as a secondary item (spare parts).
    4. Test duration/cycles shall be not less than (NLT) six (6) cycles for each configuration, a cycle being defined as a round trip from sea level to the specified maximum cabin altitude and return; duration at maximum altitude for NLT one (1) hour.
    5. Prior to and after each test, the capacitor shall be checked for proper function and visible external damage.
  
  - b. Procedure IV is incorporated as written with the following required information.
    1. Test pressures and temperatures shall be IAW with paragraph 2.3.1, Test pressure and temperatures. Note: Climb rate from sea level to the initial cabin altitude shall not exceed 10meter/second.
    2. Decompression rate shall be IAW with 2.3.3.a., 0.1 second or less.

Name of Offeror or Contractor: KBI/KOLD BAN INT. LTD.

3. Test item configurations are (a) the cap as mounted in the equipment and (b) the cap as configured for transport/storage as a secondary item (spare parts).
4. Test duration/cycles shall be not less than (NLT) one (1) cycle for each configuration, not to exceed two (2) tests per each test sample.
5. Prior to and after each test, the capacitor shall be checked for proper function and visible external damage.
- c. At the conclusion of all testing, each test sample shall disassembled and/or dissected to ascertain whether internal damage, shorting, or other physical or electrical non-conformity is present that might compromise the operational effectiveness, durability, and serviceable life of each test sample.

5. Additional Failure Criteria. In addition to any failure criteria established by the OEM manufacturer of subject items and MIL-STD-810, evidence of any one of the following conditions shall constitute failure of the test: failure of base materials, welds, or seams, including, but not limited to, the development of fractures, cracks, tears, blisters, delaminations, and degradation or explosive displacement of case (vessel) materials to include venting devices; intended or unintended loss of gases, vapors, fluids, gelled fluids, solids; any failure of screws, bolts, rivets, etc; any failure of mounting or tie down provisions and hardware; any electronic control, indicator, gauge, light or switch fails to operate; any valve fails to operate properly; the uncontrolled venting of hazardous, noxious, explosive, and corrosive materials; any mechanical or electrical failure of any component or part.

-----LAST Item/Nothing Follows-----

\*\*\* END OF NARRATIVE C 001 \*\*\*

**CONTINUATION SHEET****Reference No. of Document Being Continued**

Page 7 of 17

**PIIN/SIIN** W56HZV-04-P-0238**MOD/AMD**

**Name of Offeror or Contractor:** KBI/KOLD BAN INT. LTD.

## CONTRACT ADMINISTRATION DATA

	PRON/					JOB			
LINE	AMS CD/	OBLG				ORDER	ACCOUNTING	OBLIGATED	
ITEM	MIPR	ACRN	STAT	ACCOUNTING CLASSIFICATION		NUMBER	STATION	AMOUNT	
0001AA	J632H958J6	AA	2	21	32035000031C1C03P511084252G S20113	3ZHTYT	W56HZV \$	4,750.00	
	51108462013								
	A13P50131CH6								
							TOTAL \$	4,750.00	

SERVICE						ACCOUNTING	OBLIGATED
<u>NAME</u>	<u>TOTAL BY ACRN</u>	<u>ACCOUNTING CLASSIFICATION</u>				<u>STATION</u>	<u>AMOUNT</u>
Army	AA	21	32035000031C1C03P511084252G	S20113		W56HZV	\$ 4,750.00
						TOTAL	\$ 4,750.00

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 8 of 17
	PIIN/SIIN W56HZV-04-P-0238MOD/AMD	
Name of Offeror or Contractor: KBI/KOLD BAN INT. LTD.		

CONTRACT CLAUSES

- |   |              |   |          |
|---|--------------|---|----------|
| 3 | 52.211-5     | MATERIAL REQUIREMENTS   | AUG/2000 |
| 4 | 52.222-21    | PROHIBITION OF SEGREGATED FACILITIES  | FEB/1999 |
| 5 | 52.232-33    | PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION               | OCT/2003 |
| 6 | 252.225-7001 | BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM                                    | APR/2003 |
| 7 | 252.225-7016 | RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (Alternate I dated Dec 2000) | DEC/2000 |
| 8 | 52.219-1     | SMALL BUSINESS PROGRAM REPRESENTATIONS--ALTERNATE I dated APR 2002)                 | APR/2002 |
- (a)
- (1) The North American Industry Classification System (NAICS) code for this acquisition is 336399.
- (2) The small business size standard is 750.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) Representations.
- (1) The offeror represents as part of its offer that it ☐ is, ☐ is not, a small business concern.
- (2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not, a woman-owned small business concern.
- (4) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not, a veteran-owned small business concern.
- (5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not, a service-disabled veteran-owned small business concern.
- (6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that -
- (i) It ☐ is, ☐ is not, a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and
- (ii) It ☐ is, ☐ is not, a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate of the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture]: \_\_\_\_\_
- Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.
- (7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The offeror shall check the category in which its ownership falls:
- ☐ Black American.
- ☐ Hispanic American.
- ☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
- ☐ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

<p><b>CONTINUATION SHEET</b></p>	<p><b>Reference No. of Document Being Continued</b></p> <p><b>PIIN/SIIN</b> W56HZV-04-P-0238      <b>MOD/AMD</b></p>	<p><b>Page</b> 9 <b>of</b> 17</p>
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**Name of Offeror or Contractor:** KBI/KOLD BAN INT. LTD.

- [ ] Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
- [ ] Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

[End of Provision]

9	52.204-4006 (TACOM)	INCORPORATION OF TACOM MASTER SOLICITATION FOR SIMPLIFIED ACQUISITIONS AND DESIGNATION OF F.O.B. POINT	MAY/2000
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(a) This Request for Quotation (RFQ) or Purchase Order (PO) incorporates by reference TACOM-Warren's Master Solicitation for Simplified Acquisitions with the same force and effect as though the clauses and provisions it contains were physically incorporated into this document. The version in effect at time of award is the version that applies to your purchase order.

(b) The TACOM-Warren Master Solicitation for Simplified Acquisitions is available on our Electronic Contracting web page, which you can reach using the following URL address: <http://contracting.tacom.army.mil/opportunity.htm>

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-P-0238 MOD/AMD	Page 10 of 17
Name of Offeror or Contractor: KBI/KOLD BAN INT. LTD.		

(c) The clauses and provisions in Section I of the Master Solicitation apply to all TACOM-Warren RFQs and Purchase Orders that contain this clause. The clauses contained in Section II of the Master Solicitation applies in addition to those in Section I when the RFQ or PO specifies F.O.B. Origin.

(d) We hereby specify that the required F.O.B. point for this acquisition is Destination.

(e) We will keep the Master Solicitation identified in this clause available on our Electronic Contracting web page during the entire period of performance of the purchase order. If the current Master Solicitation later is revised to incorporate a change in any of the clauses, the version specified in this clause will be retained, intact, in an archive area on our web page for continued reference and use.

[End of Clause]

10	52.211-4053 (TACOM)	REQUIRED TAILORING LANGUAGE TO ELIMINATE CLASS I OZONE-DEPLETING SUBSTANCES	MAR/2000
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(a) The purchase description or Technical Data Package (TDP) for this purchase order incorporates one or more specifications or standards that, in their unmodified form, either authorize or require the use of Class I Ozone-Depleting Substances (CIODS). For purposes of your performance on this purchase order, those specifications (which are identified in paragraph (b) of this clause) are modified by special tailoring language which appears in the TACOM Acquisition Center's web-site. Directions for reaching our web-site and locating the required tailoring language appear in paragraph (c) of this clause.

(b) Tailoring language to eliminate the authorization or requirement to use Class I Ozone-Depleting Substances (CIODS) is hereby incorporated into this contract by reference. Packaging Specifications MIL-L-61002 and MIL-STD-129, where they apply, are affected by this tailoring language. Other specifications and standards affected are: NONE.

(c) The CIODS listing that contains the required tailoring language is on the TACOM Acquisition Center web-site, which you can reach by using this URL: <http://contracting.tacom.army.mil/ciods.html>

[End of Clause]

11	52.246-4005 (TACOM)	INSPECTION AND ACCEPTANCE POINTS: ORIGIN	FEB/1995
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(a) Inspection and acceptance of supplies offered under this purchase order shall take place as specified herein.  
Inspection: ORIGIN Acceptance: ORIGIN

(b) Origin inspection shall take place at the site specified below:

- 1- KBI/Kold Ban Int. Ltd
- 2- 8390 Pingree Road
- 3- Lake in the Hills, IL
- 4- 60156-9637

[End of Clause]

12	52.246-4	INSPECTION OF SERVICES--FIXED PRICE	AUG/1996
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(a) Definitions. Services, as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-P-0238 MOD/AMD	Page 11 of 17
Name of Offeror or Contractor: KBI/KOLD BAN INT. LTD.		

safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

[End of Clause]

13 52.247-48 F.O.B. DESTINATION--EVIDENCE OF SHIPMENT (DEVIATION) JUL/1995

(a) If this contract is awarded on an f. o. b. destination basis, and if transportation is accomplished by common carrier, parcel post, or other than common carrier, the Contractor agrees not to invoice until the supplies are shipped, and to retain the following evidence of shipment (EOS) documentation for a period of 4 years after completion of the contract.

(1) If transportation is accomplished by common carrier, the Contractor will retain a signed copy of the commercial bill of lading of the supplies covered by the invoice, indicating the carrier's intent to ship said supplies to the destination specified in the contract.

(2) If transportation is accomplished by parcel post, the Contractor will retain a copy of the mailing certificate, or

(3) If transportation is by other than common carrier or parcel post, the Contractor will retain the receipt copy of the appropriate delivery document showing receipt at the destination in the contract.

(b) Retention of the above EOS documentation and having the documentation available for subsequent review, if needed, eliminates the requirement to provide these documents with the Contractor's paper, or electronically transmitted, invoices.

[End of Clause]

14 52.204-4005 REQUIRED USE OF ELECTRONIC CONTRACTING DEC/2002  
(TACOM)

(a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions/clauses that appear "by reference", meaning only clause titles and regulation site are listed; their full texts can be found at the website <http://farsite.hill.af.mil/>

(b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: <http://www.ccr.gov/> . (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)

(c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

Warren: [http://contracting.tacom.army.mil/awards\\_official.htm](http://contracting.tacom.army.mil/awards_official.htm)  
Rock Island: <http://aais.ria.army.mil/AAIS/AWDINFO/index.htm>  
Picatinny: <http://procnnet.pica.army.mil/Contracts/Index.htm>  
Red River Army Depot: <http://www.redriver.army.mil/contracting/Awards>  
Anniston Army Depot: <http://www.anadprocnnet.army.mil>

(d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.

(1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner

<p align="center"><b>CONTINUATION SHEET</b></p>	<p align="center"><b>Reference No. of Document Being Continued</b></p> <p align="center"><b>PIIN/SIIN</b> W56HZV-04-P-0238      <b>MOD/AMD</b></p>	<p align="right"><b>Page 12 of 17</b></p>
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**Name of Offeror or Contractor:** KBI/KOLD BAN INT. LTD.

Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".

(2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at <http://www.acq.osd.mil/ec/ecip/index.htm> . If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.

(e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Acceptable formats include:

- (1) Microsoft\* 97 Office Products (TACOM can currently read OFFICE 97\* and lower.): Word, Excel, Powerpoint, or Access
- (2) 100 OR 250 MEGABYTE ZIP\*-DISK, 3 1/2 INCH DISK, OR 650 MEGABYTE CD ROM
- (3) E-MAIL (Maximum size of each e-mail message is be three and one-half (3.5) megabytes).

(4) Other electronic formats. Before submitting your data in any other electronic format, please e-mail the buyer identified on the face of the contract, with e-mail copy-furnished to amsta-idq@tacom.army.mil, to obtain a decision as to the format's acceptability. This e-mail must be received by the buyer not later than ten calendar days before the required data submission date.

NOTE: The above formats may be submitted in compressed form using self-extracting files.

(f) Additional information can be obtained by sending a message to: acqcenweb@tacom.army.mil or by calling (586) 574-7059.

[End of Clause]

15	52.204-4009	MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION	JUN/1999
	(TACOM)		

(a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the "Electronic Quotations/Offers/Bids Required in Response to this Request for Quotations/Proposals/Bids" clause elsewhere in this document. (See Section K for commercial acquisitions, Section L for RFPs, and Section I for RFQs.)

(b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.

(c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).

(d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.

(e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]

16	52.213-4010	ADDITIONAL GENERAL CLAUSES	FEB/1997
	(TACOM)		

The following three FAR clauses apply to this purchase order, in addition to the other clauses contained in, or cited in, the document:

(1) CHANGES-FIXED-PRICE	(AUG 1987)
52.243-1	

(i) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

<p style="text-align: center;"><b>CONTINUATION SHEET</b></p>	<p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;">PIIN/SIIN W56HZV-04-P-0238      MOD/AMD</p>	<p style="text-align: center;"><b>Page 13 of 17</b></p>
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**Name of Offeror or Contractor:** KBI/KOLD BAN INT. LTD.

- (A) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.
- (B) Method of shipment or packing.
- (C) Place of delivery.

(ii) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(iii) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(iv) If the Contractor's proposal includes the cost of property made, obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(v) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

[End of Clause]

- (2) TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (APR 1984)  
52.249-1

The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the rights, duties, and obligations of the parties, including compensation to the Contractor, shall be in accordance with Part 49 of the Federal Acquisition Regulation in effect on the date of this contract.

[End of Clause]

- (3) DEFAULT--FIXED-PRICE SUPPLY AND SERVICE (APR 1984)  
52.249-8

The Contracting Officer, by written notice, may terminate this contract, in whole or in part, for failure of the Contractor to perform any of the provisions hereof. See referenced FAR cite for full provision.

[End of Clause]

- 17      52.215-4404      DATA AND COMMUNICATIONS SUBMITTED TO THE GOVERNMENT ELECTRONICALLY      MAY/2002  
(TACOM)

(a) The Government often employs contractors as system administrators to operate and maintain Government computer systems. These systems include local area networks, web sites, databases, other electronic records, e-mail accounts, other electronic data transfer mechanisms and computer software. The employees of these contracted system administrators sign nondisclosure agreements obligating them not to reveal information contained in files, documents, computers or systems that they administer. However, unless such information is protected in some way, contracted system administrators do have the ability to access such information.

(b) Potential contractors as well as any other parties are thus advised to take steps needed to prevent access by contracted system administrators to information submitted electronically to the Government. Absent such steps, it is assumed that contracted system administrators are permitted the capability to access the data. The access will be limited to that which is necessary for the contract system administrator to perform its duties for the Government. The access shall be subject to the condition that third party information is not to be revealed by the contracted system administrator.

[End of Clause]

- 18      52.215-4405      ACCESS TO THE DETROIT ARSENAL; IDENTIFYING CONTRACTOR EMPLOYEES; NON-      NOV/2002  
(TACOM)      DISCLOSURE STATEMENT

1. This requirement is only applicable to contractor employees working at, or visiting, Detroit Arsenal. The term "contractor employee" includes employees, agents, or representatives and all employees, agents or representatives of all subcontractors and

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W56HZV-04-P-0238 <b>MOD/AMD</b>	<b>Page 14 of 17</b>
<b>Name of Offeror or Contractor:</b> KBI/KOLD BAN INT. LTD.		

suppliers.

2. (A) Badges/Passes: Contractor employees entering the Detroit Arsenal are responsible for obtaining, and then returning, security identification badges/passes and vehicle registration decals/passes. Badges are valid only for the date spans indicated, by the Government, on each badge application form (STA Form 15 or 4109).

(B) Obtaining Badges:  
"PICTURE" badges (generally issued to longer term visitors):  
 Furnish the Requiring Office or Procuring Contracting Officer (PCO) with two (2) copies, fully completed (those sections for each applicant), and signed, of STA Form 15 for each applicant;

"NON-PICTURE" badges (generally issued to shorter term visitors):  
 Upon arriving at the Detroit Arsenal at the TACOM Public Safety Office, Bldg. 232, complete a STA Form 4109 for the specific short term visit in question.

(C) Returning Badges (to the TACOM Public Safety Office, Building 232).  
 --Return Non-picture badges upon its expiration date.  
 --Return Picture badges within (3) three business days of any of the following:  
     The access-expiration date specified on the STA Form 15  
     If the contract is terminated, the date of termination;  
     If a visiting contractor employee is released, the date of employee release.

--Failure to comply with the requirements of this paragraph 2C may  
 be grounds for withholding any funds due the contractor until completion of the requirement, notwithstanding any other clause or requirements in the contract. Failure to comply may also be taken into account by the Government in evaluating the contractor's past performance on future acquisitions .

(D) All contractor employees, while on the premises at TACOM Warren, shall continually wear the badge, which shall be visible at all times.

(E) The identification badge or pass issued to employees of the contractor is for his own use only. Misuse of the badge or pass, such as permitting others to use it will result in criminal charges under Title 18 USC 499 and 701, and barring the employee from the Detroit Arsenal property.

(F) If the contractor obtains a new or follow-on contract that again requires physical access to the Detroit Arsenal property, he shall obtain new badges for his employees, indicating the new or follow-on contract number. The security policies described in this clause apply to any contractor employee on base in connection with any contract with TACOM-Warren.

3. At the discretion of the Detroit Arsenal Commander, any individual known to have a criminal background involving violence may be denied access to the Detroit Arsenal. Fingerprinting of employees and any other procedure deemed necessary for the security of Detroit Arsenal may be required at the discretion of Detroit Arsenal Public Safety Office.

4. Any contractor employee attending meetings with Government employees within or outside the Detroit Arsenal boundaries, shall, at the beginning of the meeting, announce that he/she is a contractor employee. He/she must state the Contractor's name and address, and state the name of all other companies or persons that (a) currently employ him, or (b) that he currently represents. In addition, for the duration of the meetings, the contractor employee shall wear a second visible badge that displays the contractor's company name.

5. If a visiting contractor is working on a classified contract, his/her visit request, with security clearance information, must be approved by the Detroit Arsenal Industrial Security Specialist and be held on file the Detroit Arsenal Intelligence and Security Division. Government employees hosting meetings will verify that the contractor employees security clearance information is on file in the Detroit Arsenal Intelligence and Security Division prior to contractor access to classified information.

6. All contractor employees working on the U.S. Army installation, Detroit Arsenal, in the State of Michigan, in connection with this contract, shall conform to all applicable federal or state laws, and published rules and regulations of the Departments of Defense and Army. Also, they must comply with any existing applicable regulations promulgated by Detroit Arsenal. Additionally, all contractor employees working on classified contracts shall comply with the requirements of the National Industrial Security Program (NISPOM) and Army Regulation 380-5, Department of the Army Information Security Program.

7. Each contractor employee working at the Detroit Arsenal property under this contract shall sign a Non-disclosure Agreement on their company's letterhead prior to commencing work under the contract or obtaining the badges permitting access to the property. There will be one Non-disclosure Agreement for each employee. The Non-disclosure Agreement shall be in the format indicated below. A copy of the agreement will be made a part of the contract file.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W56HZV-04-P-0238 <b>MOD/AMD</b>	<b>Page 15 of 17</b>
<b>Name of Offeror or Contractor:</b> KBI/KOLD BAN INT. LTD.		

NON-DISCLOSURE AGREEMENT

I, \_\_\_\_\_, an employee of \_\_\_\_\_, a Contractor providing support services/supplies to Detroit Arsenal or its tenants (hereinafter Detroit Arsenal), and likely to have access to nonpublic information (hereinafter RECIPIENT), under contract number \_\_\_\_\_, agree to and promise the following:

WHEREAS RECIPIENT is engaged in delivery support services to Detroit Arsenal under contract; and  
WHEREAS, It is the intention of Detroit Arsenal to protect and prevent unauthorized access to and disclosure of nonpublic information to anyone other than employees of the United States Government who have a need to know; and, \_\_\_\_\_ WH  
EREAS, Detroit Arsenal acknowledges that RECIPIENT will from time to time have or require access to such nonpublic information in the course of delivering the contract services; and,  
WHEREAS, RECIPIENT may be given or other have access to nonpublic information while providing such services; and,  
WHEREAS, "nonpublic information" includes, but is not limited to such information as:  
Proprietary information (e.g., information submitted by a contractor marked as proprietary. However please note: THIS NON-DISCLOSURE STATEMENT IS NOT SUFFICIENT TO ALLOW CONTRACTORS ACCESS TO ANOTHER CONTRACTORS PROPRIETARY INFORMATION. FOR THAT, A SEPARATE CONTRACTOR TO CONTRACTOR AGREEMENT IS REQUIRED.);  
Advanced procurement information (e.g., future requirements, statements of work, and acquisition strategies);  
Source selection information (SSI) (e.g., bids before made public, source selection plans, and rankings of proposals)(PLEASE NOTE: THIS AGREEMENT ALONE DOES NOT AUTHORIZE ACCESS TO SSI--ONLY PCO OR SOURCE SELECTION AUTHORITY CAN AUTHORIZE SUCH ACCESS.);  
Trade secrets and other confidential business information (e.g., confidential business information submitted by the contractor);  
Attorney work product;  
Information protected by the Privacy Act (e.g., social security numbers, home addresses and telephone numbers); and  
Other sensitive information that would not be released by Detroit Arsenal under the Freedom of Information Act (e.g., program, planning and budgeting system information);  
NOW THEREFORE, RECIPIENT agrees to and promises as follows:

RECIPIENT shall not seek access to nonpublic information beyond what is required for the performance of the support services contract;

RECIPIENT will ensure that his or her status as a contractor employee is known when seeking access to and receiving such nonpublic information of Government employees;

As to any nonpublic information to which RECIPIENT has or is given access, RECIPIENT shall not use or disclose such information for any purpose other than providing the contract support services, and will not use or disclose the information to any unauthorized person or entity for personal, commercial, or any unauthorized purposes; and

If RECIPIENT becomes aware of any improper release or disclosure of such nonpublic information, RECIPIENT will advise the contracting officer in writing as soon as possible.

The RECIPIENT agrees to return any nonpublic information given to him or her pursuant to this agreement, including any transcriptions by RECIPIENT of nonpublic information to which RECIPIENT was given access, if not already destroyed, when RECIPIENT no longer performs work under the contract.

RECIPIENT understands that any unauthorized use, release or disclosure of nonpublic information in violation of this Agreement will subject the RECIPIENT and the RECIPIENT's employer to administrative, civil or criminal remedies as may be authorized by law.

RECIPIENT: \_\_\_\_\_ (signature)  
PRINTED NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
EMPLOYER: \_\_\_\_\_

[End of clause]

19      52.246-4009      INSPECTION AND ACCEPTANCE POINTS: DESTINATION      FEB/1995  
(TACOM)

Inspection and acceptance of supplies offered under this purchase order shall take place as specified here. Inspection: DESTINATION Acceptance: DESTINATION.

[End of Clause]

20      52.246-4026      LOCAL ADDRESS FOR DD FORM 250      MAR/2002  
(TACOM)

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W56HZV-04-P-0238 <b>MOD/AMD</b>	<b>Page 16 of 17</b>
<b>Name of Offeror or Contractor:</b> KBI/KOLD BAN INT. LTD.		

(a) The contractor must provide a copy of each Material Inspection and Receiving Report (DD 250) pertaining to this contract, to the addresses given below, using either of the following methods:

(1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address:

DD250@tacom.army.mil

(2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number:

(586) 574-7552 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract.

(b) These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F.

(c) The DD250 form may be found, in three different formats, on the World Wide Web at <http://webl.whs.osd.mil/icdhome/DD-0999.htm>

[End of Clause]

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 17 of 17
	PIIN/SIIN	W56HZV-04-P-0238	
Name of Offeror or Contractor: KBI/KOLD BAN INT. LTD.			

LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Attachment 001	CONTRACT DATA REQUIREMENTS LIST(CDRL)	02-DEC-2003	001	